

MARIA DE LA LUZ BAUTISTA-PEREZ,
et al.,
Plaintiffs,
v.
JUUL LABS, INC., et al.,
Defendants.

Case No. 20-cv-01613-HSG

**ORDER DENYING MOTIONS TO
DISMISS SECOND AMENDED
COMPLAINT AND GRANTING
MOTION FOR CONDITIONAL
CERTIFICATION**

Re: Dkt. Nos. 79, 104, 105

Pending before the Court are Defendant JUUL Labs, Inc.’s (“JLI”) and Defendant Coalition for Reasonable Vaping Regulation’s (“CRVR”) motions to dismiss Plaintiffs’ Second Amended Complaint. Dkt. Nos. 104, 105. Also pending is Plaintiffs’ amended motion for conditional certification of their Fair Labor Standards Act (“FLSA”) collective action. Dkt. No. 79. For the following reasons, the Court **DENIES** the motions to dismiss and **GRANTS** the motion for conditional certification.¹

I. BACKGROUND

This is the second motion to dismiss filed by JLI. Both JLI and CRVR contend that they cannot be held liable for violations of wage-and-hour laws because they were not Plaintiffs’ employers for purposes of either California or federal law. In its order granting JLI’s previous motion to dismiss, the Court detailed the factual allegations made by Plaintiffs relevant to Plaintiffs’ theories of liability against JLI and CRVR. Dkt. No. 98 at 1-3. On January 19, 2021, Plaintiffs filed a second amended complaint with new allegations concerning JLI’s and CRVR’s involvement with the Yes on C Campaign (“Campaign”), a political campaign to pass Proposition

¹ The Court finds this matter appropriate for disposition without oral argument and the matter is deemed submitted. See Civil L.R. 7-1(b).

1 C, which would have overturned a San Francisco ordinance suspending the sale of electronic
2 cigarettes and vapor products in the city. Dkt. No 100 (“SAC”) ¶ 3.

3 Plaintiffs now allege that the Campaign was funded and operated by JLI with JLI
4 controlling the Campaign finances and strategy and hiring the upper-level managers who directed
5 the day-to-day operations. *Id.* ¶ 4. In support of this broader allegation, Plaintiffs allege a series
6 of specific actions by JLI: JLI created CRVR as a shell entity to obscure its involvement with the
7 Campaign, and JLI employees directed CRVR’s activities, *Id.* ¶¶ 6, 67; JLI’s involvement with the
8 Campaign and hiring of lobbyists predated the incorporation of CRVR on July 3, 2019, *Id.* ¶¶ 25-
9 58; except for \$950, JLI was the exclusive source of funds for CRVR through no-interest loans, *Id.*
10 ¶¶ 71-75; JLI continued to have operational control of the Campaign even after CRVR’s
11 incorporation, *Id.* ¶¶ 76-81; and JLI made the decision to cease all Campaign activity, *Id.* ¶ 137.

12 The SAC focuses on the control exerted over Campaign workers by Nathaniel Sillin, a JLI
13 Executive Director of Corporate Responsibility and Trust. *Id.* ¶¶ 76-77. According to the SAC,
14 Mr. Sillin was integrally involved in the day-to-day operations of the Campaign, including
15 supervision of the Campaign workers. *Id.* ¶ 125. He provided the scripts used by Campaign
16 workers and monitored the Campaign workers while they were phone banking. *Id.* ¶¶ 125-126.
17 He controlled how many Campaign workers were hired and how much they were paid. *Id.* ¶¶ 128-
18 129. He dictated field shift hours and reallocation of Campaign workers between assignments. *Id.*
19 ¶¶ 131-132, 134. He also terminated CRVR’s Communications Director “[o]n behalf of the
20 Coalition for Reasonable Vaping Regulation.” *Id.* ¶ 138.

21 Based on these allegations, and other allegations discussed in the Court’s prior order,
22 Plaintiffs continue to assert individual and class claims against JLI, CRVR, and the other
23 Defendants under the California Labor Code for (1) failure to pay wages owed at separation, (2)
24 failure to furnish accurate wage statements, (3) failure to pay minimum wages, (4) failure to pay
25 San Francisco minimum wage, (5) failure to pay overtime wages, (6) failure to reimburse business
26 expenses, and (7) failure to provide meal periods. Plaintiffs also assert a claim for (8) violations
27 of California’s Unfair Competition Law (“UCL”). Further, Plaintiffs assert a claim for (9) failure
28 to pay overtime wages under the federal Fair Labor Standards Act. Finally, Plaintiffs continue to

1 seek (10) civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698 et seq.

2 **II. LEGAL STANDARD**

3 Federal Rule of Civil Procedure 8(a) requires that a complaint contain “a short and plain
4 statement of the claim showing that the pleader is entitled to relief.” Fed. R. Civ. P. 8(a)(2). A
5 defendant may move to dismiss a complaint for failing to state a claim upon which relief can be
6 granted under Federal Rule of Civil Procedure 12(b)(6). “Dismissal under Rule 12(b)(6) is
7 appropriate only where the complaint lacks a cognizable legal theory or sufficient facts to support
8 a cognizable legal theory.” *Mendiondo v. Centinela Hosp. Med. Ctr.*, 521 F.3d 1097, 1104 (9th
9 Cir. 2008). To survive a Rule 12(b)(6) motion, a plaintiff must plead “enough facts to state a
10 claim to relief that is plausible on its face.” *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007).
11 A claim is facially plausible when a plaintiff pleads “factual content that allows the court to draw
12 the reasonable inference that the defendant is liable for the misconduct alleged.” *Ashcroft v. Iqbal*,
13 556 U.S. 662, 678 (2009).

14 In reviewing the plausibility of a complaint, courts “accept factual allegations in the
15 complaint as true and construe the pleadings in the light most favorable to the nonmoving party.”
16 *Manzarek v. St. Paul Fire & Marine Ins. Co.*, 519 F.3d 1025, 1031 (9th Cir. 2008). Nonetheless,
17 Courts do not “accept as true allegations that are merely conclusory, unwarranted deductions of
18 fact, or unreasonable inferences.” *In re Gilead Scis. Sec. Litig.*, 536 F.3d 1049, 1055 (9th Cir.
19 2008) (quoting *Sprewell v. Golden State Warriors*, 266 F.3d 979, 988 (9th Cir. 2001)). Even if the
20 court concludes that a 12(b)(6) motion should be granted, the “court should grant leave to amend
21 even if no request to amend the pleading was made, unless it determines that the pleading could
22 not possibly be cured by the allegation of other facts.” *Lopez v. Smith*, 203 F.3d 1122, 1127 (9th
23 Cir. 2000) (en banc) (quotation omitted).

24 The FLSA provides employees with a private right of action to sue an employer for
25 violations of the Act “for and in behalf of himself or themselves and other employees similarly
26 situated.” 29 U.S.C. § 216(b). Thus, under the FLSA, “workers may litigate jointly if they (1)
27 claim a violation of the FLSA, (2) are ‘similarly situated,’ and (3) affirmatively opt in to the joint
28 litigation, in writing.” *Campbell v. City of Los Angeles*, 903 F.3d 1090, 1100 (9th Cir. 2018).

1 In *Campbell*, the Ninth Circuit provided guidance as to how lower courts should handle the two-
2 stage process of collective action certification. *Hernandez v. Dutton Ranch Corp.*, No. 19-CV-
3 00817-EMC, 2020 WL 1274908, at *1 (N.D. Cal. Mar. 17, 2020). The first stage, known as either
4 preliminary or conditional certification, generally occurs early in the litigation. Here, “the district
5 court’s analysis is typically focused on a review of the pleadings but may sometimes be
6 supplemented by declarations or limited other evidence.” *Campbell*, 903 F.3d at 1109. “The level
7 of consideration is ‘lenient’” and “loosely akin to a plausibility standard, commensurate with the
8 stage of the proceedings.” *Id.* The consequence of preliminary certification is simply that a notice
9 is issued to members of the putative collective action advising them that they must affirmatively
10 opt in to participate in the litigation. *Id.* Unlike Rule 23 class certification, “[p]reliminary
11 certification in the FLSA context does not ‘produce a class with an independent legal status[] or
12 join additional parties to the action’”; rather, “[t]he sole consequence’ of a successful motion for
13 preliminary certification is ‘the sending of court-approved written notice’ to workers who may
14 wish to join the litigation as individuals.” *Id.* at 1101. “[P]reliminary certification is ‘neither
15 necessary nor sufficient for the existence of a [collective] action.’” *Id.*

16 III. DISCUSSION

17 A. Motions To Dismiss

18 Plaintiffs contend that they have adequately alleged that JLI is a joint employer under
19 California law. Dkt. No. 113 at 7-13. JLI can be liable under a joint employment theory if it (1)
20 “exercise[s] control over the wages, hours, or working conditions”; or (2) “suffer[s] or permit[s] []
21 work”; or (3) “engage[s]” workers to perform labor. *Henderson v. Equilon Enterprises, LLC*, 40
22 Cal. App. 5th 1111, 1117 (2019) (citing *Martinez v. Combs*, 49 Cal. 4th 35, 64 (2010)). In its
23 prior order, the Court found that Plaintiffs had not adequately alleged that JLI exercised control
24 over the wages, hours, or working conditions of the Campaign workers. Dkt. No. 98 at 8.
25 Plaintiffs’ previous allegations of control over working conditions primarily concerned Defendant
26 David Ho, the principal of Defendant Long Ying, and unidentified Campaign staff. *Id.* In the
27 SAC, by contrast, Plaintiffs have specifically alleged that Mr. Sillin, an Executive Director at JLI,
28 was integrally involved with the day-to-day activities of Campaign workers. *See, e.g.*, SAC ¶ 126

1 (“[O]n September 17, 2019, Mr. Sillin sent Mr. Hsieh, Mr. Whitehurst, and Mr. Mosher an email
2 with the subject line: ‘Field script not being implemented as said it was.’ In that email, Mr. Sillin
3 expressed concern that Campaign Workers were not using the right script while phone banking
4 and attached a screenshot of software indicating that he could monitor what scripts each Campaign
5 Worker was using while phone banking.”); ¶ 127 (“On September 19, 2019, Mr. Sillin wrote Mr.
6 Ho an email with the subject line ‘Canvassing Script.’ That email stated: ‘In my ideal world, the
7 attached is what we’ll use, but if you suggest edits or think some aspect of this is unworkable,
8 certainly open to suggestions.’”); ¶ 130 (“In an email on September 23, 2019, Mr. Sillin wrote to
9 Mr. Whitehurst, Mr. Ho, and Ms. Trujillo, ‘Based on the people currently on payroll working for
10 Georgine, let’s immediately shift them all to support David’s canvassing / doors operation. We
11 need competent managers given the size of the canvassing team – and this is of huge value. She
12 chatted w/ Dave and wanted to run by you first. Really need Georgine and team’s expertise on
13 canvassing.’”); ¶ 131 (“In another email on September 23, 2019, Mr. Sillin wrote to Mr. Ho:
14 ‘Dave, / Here’s what we’re implementing: / . . . Field shifts should be 4 to 8 pm on weekdays, 10
15 a.m. to 8 p.m. on Sat, noon to 8 pm. on Sunday – each canvasser should be getting 4.5
16 FAVORABLES an hour. . . .’”).

17 While Defendants characterize these allegations as showing that JLI provided only
18 “surface level general comments,” Dkt. No. 115 at 1, the Court disagrees. Plaintiffs have
19 plausibly alleged that Mr. Sillin exercised a degree of control and supervision over how Campaign
20 workers conducted their phone banking, which groups of Campaign workers carried out particular
21 tasks, and what hours Campaign workers would be in the field. This is a higher level of control
22 than was found insufficient in the cases cited by JLI. *See Futrell v. Payday California, Inc.*, 190
23 Cal. App. 4th 1419, 1433 (2010) (holding that a payroll company, which handled “ministerial
24 tasks,” did not exercise control over wages, hours, or working conditions); *Curry v. Equilon
25 Enterprises, LLC*, 23 Cal. App. 5th 289, 302-303 (2018), as modified on denial of reh’g (May 18,
26 2018) (holding that Shell Oil’s operational requirements for lessees of its gas stations did not
27 amount to control over wages, hours, or working conditions of the lessee’s employees when lessee
28 “was responsible for hiring, firing, disciplining, training, and compensating” the employees).

1 In its motion to dismiss, CRVR argues that Plaintiffs' allegations regarding training
2 manuals and phone banking scripts are insufficient to show control over wages, hours, or working
3 conditions for purposes of the joint employer inquiry. Dkt. No. 105 11-12. But Plaintiffs'
4 allegations with respect to CRVR are not limited to CRVR providing training manuals and scripts.
5 Plaintiffs allege that CRVR hired four "field staff" whose duties included "[s]upport[ing] the field
6 program with voter identification and outreach as it relates to the outreach program." SAC ¶ 48.
7 Plaintiffs also allege that these field staff, who were hired and paid directly by the Coalition, were
8 part of a group of administrators and leads who ran the phone banking and canvassing operations
9 on a day-to-day basis.² *Id.* ¶¶ 91-92. Further, Plaintiffs allege that Mr. Sillin of JLI also acted on
10 behalf of the Coalition. *Id.* ¶ 138. Although the precise lines of authority between JLI, CRVR,
11 Mr. Sillin, and the other Defendants are not clear at this stage, California law allows the Court to
12 look past superficial distinctions to examine which parties exercised actual control. *See Martinez*,
13 49 Cal. 4th at 71 (explaining that the definition of employer which "encompasses 'any person
14 ... who directly or indirectly, or through an agent or any other person, employs or exercises
15 control over the wages, hours, or working conditions of any person,' is broad enough to reach
16 through straw men and other sham arrangements to impose liability for wages on the actual
17 employer." (emphasis in original)).

18 For purposes of the FLSA, the Court must similarly assess the "economic reality" of the
19 relationship between the Campaign workers and JLI and CRVR, the alleged joint employers. *See*
20 *Torres-Lopez v. May*, 111 F.3d 633, 640-41 (9th Cir. 1997). This includes consideration of shared
21 control, either direct or indirect. *See Chao v. A-One Med. Servs., Inc.*, 346 F.3d 908, 917-918 (9th
22 Cir. 2003). At the motion to dismiss stage, Plaintiffs' allegations are sufficient to plausibly allege
23 that JLI and CRVR exercised at least indirect control over wages, hours, or working conditions.
24 Accordingly, the Court finds that Plaintiffs have plausibly alleged that JLI and CRVR are joint
25
26

27 ² The relationship between JLI and CRVR—and between JLI, CRVR, and the Campaign—is
28 complicated by allegations that JLI hired lobbyists and consultants, including Defendant Long
Ying, to work on the Campaign before CRVR was incorporated, and that many of those same
entities were then transitioned onto contracts with CRVR. SAC ¶¶ 45-52.

1 employers under California law and the FLSA.³

2 JLI also argues that Plaintiffs fail to adequately allege “enterprise coverage” under the
3 FLSA. Dkt. No. 104 at 24-25. It is unclear to the Court whether JLI is making a good faith
4 argument that it does not meet the requirements for enterprise coverage under the FLSA, namely
5 that the enterprise has (1) “employees engaged in commerce or in the production of goods for
6 commerce, or that has employees handling, selling, or otherwise working on goods or materials
7 that have been moved in or produced for commerce by any person”; and (2) “annual gross volume
8 of sales made or business done [of] not less than \$500,000.” 29 U.S.C. § 203(s). Plaintiffs do
9 allege that JLI is “an electronic cigarette producer,” which is a good for commerce, and that JLI is
10 an employer covered by the FLSA. SAC ¶ 16. While Plaintiffs do not specifically allege that JLI
11 has an annual gross volume of sales greater than \$500,000, the Court finds that this is a reasonable
12 inference to draw given that JLI devoted more than \$18,000,000 towards a single municipal
13 political campaign. *See id.* ¶ 71.

14 CRVR’s argument that Plaintiffs fail to adequately allege enterprise coverage as to CRVR
15 is on firmer footing as it is less clear to the Court that CRVR on its own satisfies the requirements
16 of 29 U.S.C. § 203(s). Dkt. No. 17-18. However, when considering the scope of “enterprise
17 coverage,” the Court can aggregate related activities if they are “performed under a unified
18 operation or common control” and “performed for a common business purpose.” 29 C.F.R. §
19 1620.7. “Activities are performed under common control when the power to direct, restrict,
20 regulate, govern or administer the performance of the activities resides in a single person or entity
21 or when it is shared by a group of persons or entities.” *Id.* “Activities are performed for a
22 common business purpose when they are directed to the same or similar business objectives.” *Id.*
23 As discussed above, Plaintiffs allege substantial overlap in the activities and personnel of JLI,
24 CVRV, and the Campaign as they sought to advocate on behalf of Proposition C. Determining the
25 extent of common control and common business purpose is a task better suited for the summary

26
27 ³ Because the Court finds that Plaintiffs have adequately pled facts supporting a theory of joint
28 employment against both JLI and CRVR, the Court need not decide whether JLI and CRVR are
each other’s alter egos and whether the corporate veil should be pierced.

1 judgment stage. While CRVR may eventually prevail on this issue, the Court finds that Plaintiffs' 2 allegations are sufficient to plausibly allege enterprise coverage.

3 Both JLI and CRVR argue that Plaintiffs' UCL claim seeks remedies unavailable as a 4 matter of law. Dkt. No. 104 at 22-24; Dkt. No. 105 at 18-19. The gist of their argument seems to 5 be that because Plaintiffs were paid by Defendant Long Ying, Plaintiffs cannot seek restitution 6 from JLI or CRVR. *Id.* The Court first notes that Plaintiffs allege that CRVR did in fact issue 7 checks to them and therefore it is at least plausible that some of the funds allegedly owed to 8 Plaintiffs can be traced to CRVR and/or JLI. *See SAC ¶ 141.* JLI's and CRVR's arguments also 9 appear to be based on the premise that they cannot be considered joint employers under California 10 law. For the reasons discussed above, the Court rejects this premise at the pleading stage. And 11 “[a]n order for payment of wages unlawfully withheld from an employee is a restitutionary 12 remedy authorized by the UCL.” *Espejo v. The Copley Press, Inc.*, 13 Cal. App. 5th 329, 367 13 (2017).

14 Accordingly, the Court **DENIES** JLI's and CRVR's motions to dismiss.

15 **B. Plaintiffs' Motion For Conditional Certification**

16 Plaintiffs filed an amended motion for conditional certification of a collective action under 17 FLSA 29 U.S.C. § 216(b) on September 24, 2020. Dkt. No. 79. They seek conditional 18 certification of a group of similarly situated Campaign workers who worked uncompensated 19 overtime while phone banking and canvassing for the Campaign. *Id.* at 2. The proposed 20 representative group includes: All individuals who were hired by Long Ying International, Inc. to 21 work on the Yes on C Campaign and who either: (a) worked 11 or more shifts in a work week; or 22 (b) worked 10 shifts in a work week and reported to two different work locations in at least one 23 day of that week. *Id.* at 2. JLI opposes conditional certification on the grounds that JLI and 24 CRVR were not involved in the employment of Campaign workers and the prospective collective 25 action members are not similarly situated. Dkt. No. 86 at 6-13. JLI also argues that Plaintiffs' 26 proposed notice is deficient. *Id.* at 14-15. CRVR filed a partial joinder of JLI's opposition in 27 which it adopts JLI's arguments on the grounds that they apply equally to CRVR. Dkt. No. 88. 28 Defendants Long Ying and David Ho also filed a partial joinder of JLI's opposition, joining in

1 JLI's arguments that prospective collective action members are not similarly situated. Dkt. No.
 2 87.

3 As discussed above, the Court finds that Plaintiffs have adequately alleged facts in support
 4 of a joint employer theory of liability for JLI and CRVR. Given that conditional certification is
 5 considered under a "lenient" standard "loosely akin to a plausibility standard, commensurate with
 6 the stage of the proceedings," *see Campbell*, 903 F.3d at 1109, the Court rejects the arguments of
 7 Defendants that are based on the premise that JLI and CRVR cannot be considered joint
 8 employers under the FLSA. *See* Dkt. No. 86 at 4-7, 9, 11-13.⁴

9 Defendants also argue that Plaintiffs fail to allege a single unlawful decision, plan, or
 10 policy and that material differences between Plaintiffs and putative class members outweigh
 11 material similarities. *Id.* at 6-8, 9-11. In the Ninth Circuit, "[p]arty plaintiffs are similarly
 12 situated, and may proceed in a collective, to the extent they share a similar issue of law or fact
 13 material to the disposition of their FLSA claims." *Campbell*, 903 F.3d at 1117. "[A]s long as the
 14 proposed collective's 'factual or legal similarities are material to the resolution of their case,
 15 dissimilarities in other respects should not defeat collective treatment.'" *Senne v. Kansas City*
 16 *Royals Baseball Corp.*, 934 F.3d 918, 948 (9th Cir. 2019), *cert. denied*, 141 S. Ct. 248 (2020)
 17 (quoting *Campbell*, 903 F.3d at 1114). To resolve Plaintiffs' FLSA claim, the Court will have to
 18 determine whether Plaintiffs and other Campaign workers accrued unpaid overtime through
 19 unpaid travel time and/or working more than 10 shifts in a week and whether Defendants
 20 misclassified the Campaign Workers in an attempt to evade their FLSA obligations. The
 21 similarity of these legal and factual inquiries makes conditional certification appropriate.

22 Defendants also object to the following aspects of Plaintiffs' proposed notice:

- 23 • The notice includes the Court's name at the top of page 1;

24
 25 ⁴ JLI submitted declarations by Mr. Berrier and Mr. Sillin in support of their opposition. Dkt. No.
 26 86-1; Dkt. No. 86-2. Mr. Sillin's declaration includes the statement that "Neither I nor anyone
 27 from JLI has any information as to the number of Campaign Workers that were involved in the
 28 work performed by Ho and/or LYI on the Campaign. Similarly, neither I nor anyone at JLI has
 information as to the identity of the Campaign Workers, when they worked, how long they
 worked, or what they were paid for their work." Dkt. No. 86-1 ¶ 13. This statement appears to be
 materially inconsistent with the content of Mr. Sillin's emails that Plaintiffs allege in the SAC.
See SAC ¶¶ 128-132.

- 1 • Plaintiffs provide details regarding the state law claims at page 6;
- 2 • The denial of liability language at page 3 does not include JLI's defense that it was
- 3 not Plaintiffs' employer and therefore is not liable;
- 4 • Plaintiffs request a response period of 75 days.

5 Dkt. No. 86 at 14-15.

6 Contrary to Defendants' argument, the Court does not find the caption at the top of page 1
7 to improperly imply the Court's endorsement of Plaintiffs' lawsuit. *See Bonner v. SFO Shuttle*
8 *Bus Co.*, No. C13-1606 TEH, 2013 WL 6139758, at *4 (N.D. Cal. Nov. 21, 2013) ("The Court
9 finds that use of the caption does not give a false impression of endorsement; rather it indicates the
10 importance of the notice and may distinguish it from junk mail."). The proposed notice also states
11 that "the Court takes no position regarding the merits of the claims in the Lawsuit." Dkt. No. 79-1
12 at 7. The Court accordingly approves of the inclusion of the case caption. *See Flores v. Velocity*
13 *Exp., Inc.*, No. 12-CV-05790-JST, 2013 WL 2468362, at *9 (N.D. Cal. June 7, 2013) ("[N]otices
14 typically contain a court caption.").

15 Regarding the state law claims, the Court disagrees with Defendants that the discussion of
16 the state law claims is misleading. The proposed notice contains the clear statement that "[t]he
17 California state law claims asserted in this lawsuit are separate and apart from the claims asserted
18 under the FLSA." Dkt. No. 79-1 at 6. Further, such information could be helpful for prospective
19 collective action members in deciding whether to opt into the collective action, and the Court sees
20 no harm in providing a brief description of the state law claims.

21 The Court also disagrees that Plaintiffs need to include more information about JLI's
22 defenses. The current statement that "Defendants contest Plaintiff's claims and allegations asserts
23 in this lawsuit, will assert defenses to the claims, and deny any wrongdoing or liability" is
24 sufficient to advise prospective collective action members that Defendants deny all liability. *See*
25 *Brown v. Permanente Med. Grp., Inc.*, No. 16-CV-05272-VC, 2017 WL 1536493, at *2 (N.D. Cal.
26 Feb. 2, 2017) ("[N]otice need not include a detailed statement of [defendant's] defenses, though it
27 must include the statement that [defendant] denies all liability.").

28 Finally, the Court finds that the 75-day response period is reasonable given the number of

1 former employees and the potential difficulty of locating employees whose employment lasted at
2 most two and a half months and who were terminated over eighteen months ago. *See Sanchez v.*
3 *Sephora USA, Inc.*, No. 11-03396 SBA, 2012 WL 2945753, at *6 (N.D. Cal. July 18, 2012)
4 (“Though opt-in periods vary, timeframes of sixty to ninety days appear to have become the
5 presumptive standard in this District.”).

6 Accordingly, the Court **GRANTS** the motion for conditional certification and
7 **APPROVES** the proposed class notice.

8 **IV. CONCLUSION**

9 The Court **DENIES** Defendants’ motions to dismiss. The Court **GRANTS** Plaintiffs’
10 motion for conditional certification. Within two weeks of this order, Defendants are **DIRECTED**
11 to provide Plaintiffs’ counsel with a list of names and contact information of the prospective
12 collective action members. Once that information is received, Plaintiffs are **DIRECTED** to
13 distribute the proposed notice by mail.

14 **IT IS SO ORDERED.**

15 Dated: 4/27/2021

16 
17 HAYWOOD S. GILLIAM, JR.
18 United States District Judge